REQUEST
FOR
PROPOSAL

505-07-RR0001

Contract For
General Planning Consultant Services for
Rail Transportation Programs and Projects in Virginia

There will be an Optional pre-proposal conference for this solicitation
April 18, 2007 at 10:00 a.m.

Offeror Registration: In order to receive an award you must be a registered Offeror with eVA.

Note: This public body does not discriminate against faith based organizations in accordance with the Code of Virginia, 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

DRPT
Virginia Department of Rail and Public Transportation
The Smartest Distance Between Two Points

Request for Proposals

RFP #:	**505-07-RR0001**
Issue Date:	**April 6, 2007**
Title:	**Contract for General Planning Consultant Services for Rail Transportation Programs and Projects in Virginia**
Commodity Code:	**918-12 Consulting Services**
Issuing Agency:	**Commonwealth of Virginia** **Department of Rail and Public Transportation** **1313 East Main Street, Suite 300** **Richmond, VA 23219**
Initial Period of Contract:	**Three years from date of award**
Proposals Will be received until:	**May 7, 2007** **5:00 p.m. (Close of Business)**
All Inquiries to:	**Eugene B. Coleman, Sr., Purchasing Manager** **Phone: (804) 786-6777 FAX: (804) 225-3664** **E-Mail: eugene.coleman@drpt.virginia.gov**

ALL PROPOSALS MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS ABOVE

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

_____	_____
Company Name	Date
_____	_____
Address	Signature in Ink
_____	_____
City, State, Zip	Printed or Typed Name of Above
_____	_____
FEI/FIN Number	Phone
_____	_____
E-mail	Fax

* **An Optional Pre-Proposal Conference will be held on April 18, 2007 at 10:00 a.m.** in the VDOT Auditorium located at **1221 E. Broad Street, Richmond, 1st floor**. See Section VIII for more information.

Small, Women, and Minority (SWAM) Owned Businesses are encouraged to participate.

REQUEST FOR PROPOSALS

Contract for General Planning Consultant Services for
Rail Transportation Programs and Projects in VA

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I. CONTRACT AMOUNT AND TERM

The initial contract term shall be for a period of three (3) years, renewable for up to one (1) successive one-year period. The compensation of this contract is estimated to be $15,000,000 (to be divided among qualified firms). The effective date of the contract will be determined at time of award.

II. PURPOSE

The Department of Rail and Public Transportation, an Agency of the Commonwealth of Virginia, is issuing this Request for Proposal (RFP) to solicit sealed proposals from qualified single entities or a team of firms offering as one single entity to establish a contract through competitive negotiation for the purchase of General Planning Consultant Services for DRPT's Rail Transportation Programs and Projects in Virginia. All requested services contained within this RFP will be specifically related to rail projects or rail initiatives of DRPT. It is the intent of DRPT to award to multiple qualified firms.

III. BACKGROUND

The Department of Rail and Public Transportation's Rail Division administers three rail grant programs, the Rail Enhancement Program (Rail Enhancement Fund), Shortline Rail Preservation Program, (Railway Preservation and Development Fund) and the Rail Industrial Access Program (Fund for the Construction of Industrial Access Railroad Tracks).

The Rail Division also provides for all rail planning and rail project support for the Agency's freight and passenger rail initiatives and strategies. Program development involves identification of need and recommendation for new or updated programs based on alignment with Agency Mission or need, best business practices of the Agency, and direction of the Administration. Project involvement includes the review and evaluation of applications and proposals, quantifying the public benefits of the facilities or services to be provided for the public investment, drafting and negotiating agreements, review of project invoices both on and off site, and project closeout and documenting and tracking of project performance and the contingent interest in transportation facilities constructed or provided through the grant programs or Agency funded projects. The Rail Division's rail planning efforts include, but are not limited to, major corridor investment studies and initiatives, updating the Rail Plan and the development of a strategic rail investment plan and strategy for Virginia based on determined need, alignment with the Agency's goals and mission, anticipated revenues, and priorities identified for strategic corridor development.

The Rail Division also provides administrative and logistical support to the Rail Advisory Board and represents DRPT on various boards and commissions. The Rail Division is also responsible for the development of the I-95 Corridor Rail Projects funded under the Virginia Transportation Act of 2000 and other sources. The Rail Division is often called upon by the Administration, local jurisdictions, or private industry to represent the Commonwealth's interest and expertise for the development or strategy to advance economic development and transportation development and recommend policy leading to the advancement of both passenger and freight rail operations and services in Virginia.

IV. STATEMENT OF NEEDS

The following functions to be provided relate to rail transportation programs, projects, and initiatives. The contractor shall furnish all labor, materials, etc. These functions include: Planning and Project Feasibility Analysis, Financial Planning and Analysis, Environmental Analysis, Evaluation and Analysis of Project Proposals, Architecture – Engineering Design, Proposal Evaluation under the Commonwealth's Public-Private Transportation Act (PPTA), Public Participation, and Other services.

Potential Services to be provided

1. Planning and Project Feasibility Analysis

- Conduct corridor and regional planning and feasibility studies for passenger rail and freight rail projects. Work may include site-specific plans, alternative analysis and project simulations. May include transportation and land use planning and analysis and multimodal planning.
- Assist in the development of passenger rail service proposals for the evaluation, negotiation and initiation of passenger rail services.
- Develop demand or market forecasts including utilizing rail transportation forecasting models
- Prepare project designs and layouts, design analysis, and cost estimates necessary to support planning studies
- Develop operating scenarios utilizing rail operational models and other tools and estimate operating costs and revenues
- Perform traffic separation and crossing evaluation studies
- Conduct rail corridor maintenance assessments, surveys, and lease studies
- Assist to update inventories of abandoned railways, at-grade and grade-separated crossings, railroad structures and buildings, and other resources
- Assist in review and evaluation of Rail Enhancement Fund, Rail Preservation, or Rail Industrial Access grant applications, projects, and/or improvements to include the identification and evaluation of the public benefits to be achieved.
- Collect and analyze data and complete train performance and rail line capacity analyses

2. Financial Planning and Analysis

- Conduct financial studies, capital cost estimates, funding strategies, profitability analysis, and life-cycle cost analysis for current or proposed railway operations
- Develop financial planning strategies for freight and passenger rail service proposals
- Update existing State of Virginia Rail Plan and create a Strategic Rail Investment Plan and Strategy for Virginia
- Conduct operational planning including analysis of operating budgets, ridership, and revenue estimates
- Develop state and federal grant applications including program application processes and procedures
- Develop a standardized budget, schedule, and schedule of values and review such documents as submitted by grantees of rail programs
- Develop project management process to track grantee progress and performance, compile data, and produce statistical reports and data summaries as identified
- Develop a process to inventory and track contingent interest in grantee facilities paid for by DRPT

Potential Services to be provided, continued

3. **Environmental Analysis**
- Conduct in whole or in part, environmental studies and analysis as required by the National Environmental Policy Act (NEPA) as amended (42 USC 4321 *et. seq.*and C.F.R. 23 part 771) and other related federal, state, local regulations, and/or agency need
- Prepare all necessary technical reports, appendices, meeting minutes, memoranda, and required environmental permits
- Environmental engineering and all aspects of work related to route selection and optimization

4. **Evaluation and Analysis of Project Proposals**
- Conduct analysis of rail project designs prepared by others
- Ensure the Commonwealth is receiving appropriate value for projected costs and that projected costs are reasonable for the results to be achieved

5. **Architecture – Engineering Design**
- Provide all services necessary to complete project designs and complete biddable construction contract cost estimates
- Architectural and Engineering services (including preliminary design, conceptual design, and preliminary engineering) as needed for the design of rail infrastructure (tracks, signals and structures), maintenance and storage facilities, stations, parking lots and other facilities
- Landscape architectural design as required for new facilities

6. **Proposal Evaluation under the Commonwealth's Public-Private Transportation Act**
- Assist DRPT in evaluating engineering and cost proposals under the state's PPTA program to ensure the proposals provide a clear benefit to the Commonwealth.

7. **Public Participation**
- Establish and implement comprehensive public participation programs and outreach activities for planning studies and projects that meet the requirements of federal, state, regional and local processes
- Coordinate and conduct public meetings, workshops, hearings, and coordinate with local and railroad officials
- Develop special reports, presentations, or brochures including graphics, drawings, and concept visualization
- Develop, produce, and implement research, marketing, and public relations programs associated with applicable projects/programs

8. **Other services**
- Assist in securing necessary permits including Railroad rights-of-entry
- Develop a process for the administration and compliance of a statewide rail safety oversight program in accordance with federal requirements and assist in its implementation
- The contractor will be required to complete other work of a nature consistent with the intent of the RFP

Services procured under this contract will be done on a Purchase Order basis. No commitment is made until a Purchase Order is issued. For certain purchase orders the scope of services prepared by DRPT may be sent to multiple firms awarded under this contract for contractor estimate.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

GENERAL REQUIREMENTS

1. RFP Response - In order to be considered for selection, offerors must submit a complete sealed written response to this RFP. One (1) original and five (5) copies (so marked) of each proposal must be submitted to the DRPT. No other distribution of the written proposal shall be made by the Offeror. Proposals must be received at the following location by May 7, 2007 at 5:00 p.m. (Close of Business).

Commonwealth of Virginia
Department of Rail and Public Transportation
1313 East Main Street, Suite 300
Richmond, VA 23219

In addition, the Offeror may be required to make a subsequent oral presentation detailing how the Offeror would approach the specific program objectives outlined in the Statement of Needs.

2. Written Proposal Preparation

A. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the DRPT requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the DRPT at its discretion.

B. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

C. Proposals should be prepared simply and economically, providing straightforward concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be in a single volume where practical. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. **No proposal, in its entirety, should exceed 100 pages one-sided**.

SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that DRPT may properly evaluate the Offerors capabilities to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete.

RFP Cover Sheet – The RFP Cover Sheet shall be completely filled out and signed as required.

Tab 1 **Understanding of Work and Plan for Providing Services** – The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror must describe the process it will follow to respond to a specific purchase order request from the Department. The Offeror should also describe the management procedures it will follow to oversee work by its personnel and work by sub-consultants on multiple purchase orders simultaneously.

Tab 2 **Experience and Qualifications** – The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Statement of Needs. The key personnel who could be assigned to these various tasks should be identified. The Department recognizes that due to the long term, open-ended nature of the agreement that will be issued as the result of this RFP, Offerors will not be able to guarantee that all of the individuals identified in the proposal will be available for assignment when a specific purchase order request is issued. The Offeror must therefore demonstrate that it has sufficient personnel with the various types of skills needed to staff the purchase orders when needed. The Offeror shall provide all of the following information concerning its Company, sub-Consultants and personnel qualifications.

A. A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.

B. A list of the key personnel including sub-consultants who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.

C. A list of references to include name, address, telephone number, project, and amount of project.

SPECIFIC PROPOSAL REQUIREMENTS, continued

Tab 3 **Virginia Department of Minority Business Enterprise (DMBE/SWAM) Participation** – The Offeror shall indicate the percentage of DMBE/SWAM participation and specify the types of work to be performed by DMBE/SWAM sub-Consultant. In order to be considered for the selection of this Request for Proposals, the Offeror must submit six (6) copies of the Small Business Subcontracting Plan. A blank copy of this document is included as **Attachment C.**

All DMBE/SWAM Offerors must be certified with the Virginia Department of Minority Business Enterprise. If the DMBE/SWAM is not certified they must demonstrate that they are eligible to be certified, and they must receive such certification prior to the solicitation due date. The Virginia Department of Minority Business Enterprise can be contacted at (804) 786-5560. The DMBE/SWAM goal for this contract is **25%**; if the DMBE/SWAM is the Prime Offeror, the Offeror will receive full credit for planned involvement.

Tab 4 **Contact Person** – The primary Offeror must identify the name, telephone number and e-mail address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and/or sub-Consultants involved in the proposal.

Tab 5 **Staffing Plan** – Offerors shall identify all staff positions and hourly rates in the Price Schedule (**Attachment D**) for the eight (8) potential services described in the Statement of Needs, and listed pursuant to Tab 2 to be fully loaded with all direct salaries and general overhead. Final pricing/rates will be addressed in the negotiation phase.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA - Multiple consultant teams will be qualified and selected by DRPT's Selection Committee as a General Planning Consultant (GPC) for Rail Transportation Programs and Projects based on the following weighted criteria:

FOR SERVICES	POINT VALUE
1. Qualifications and experience of Offeror staff to be assigned to perform the services	50 points
2. Commitment to SWAM Utilization	20 points
3. References from other clients	10 points
4. Specific plans or methodology to be used to perform services	10 points
5. Price	10 points
Total Points	100 points

B. AWARD TO MULTIPLE OFFERORS - Selection shall be made of multiple Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offerors, which, in its opinion, have made the best proposal, and shall award the contract to those Offerors. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (Section § 2.2-4359D, Code of Virginia.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and of the Consultant's proposal as negotiated.

VII. REPORTING AND DELIVERY REQUIREMENTS

A. MEETINGS AND REVIEWS - DRPT shall hold an initial conference with the contractor at a place and time selected by DRPT for the purpose of reviewing the contractor's schedules, procedures, methods, and to clarify any ambiguities that may then exist. The contractor's Principal Officer and others requested by DRPT shall attend the conference. DRPT may request additional reviews during the contract period to evaluate vendor performance and provide feedback.

B. PROGRESS REPORTS – Offerors must meet all due dates on all tasks assigned. To provide feedback to DRPT concerning this requirement, the Offeror shall submit monthly progress reports providing detailed information on the status of the work effort on each of the various project tasks. The progress reports shall include total authorized funds and expended funds to date. The total expended must be broken down by amounts paid to SWAM and non-SWAM businesses each month and paid to date. It shall summarize all work efforts in the reporting period including personnel and hourly utilization. It shall also discuss any anticipated difficulties and proposed resolution.

C. SWAM REPORTING AND DELIVERY REQUIREMENTS

- The contractor shall provide to DRPT, in a form as required by DRPT, documentation that the contractor has utilized SWAM businesses in accordance with the contractor's SWAM utilization plan (**Attachment C** of the RFP). Said documentation shall be provided semi-annually or as required by DRPT.
- The contractor shall use **Attachment E** (Monthly DMBE/SWAM Certified Subcontractor Report) or other form approved by DRPT to report amounts paid to SWAM and non-SWAM businesses on a monthly basis as well as paid to date. Said attachment or other approved form shall be submitted with the monthly progress reports addressed above.

VIII. OPTIONAL PRE-PROPOSAL CONFERENCE - There will be an optional pre-proposal conference for this RFP. On April 18, 2007 at 10:00 a.m**.** in the VDOT Auditorium located at 1221 E. Broad Street, Richmond, 1st floor. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. The telephone number for directions to the conference location is 804-786-6777 and the address is 1221 E. Broad Street, Richmond, VA 23219. While firms are not required to attend this pre-proposal conference in order to submit a response to this solicitation, attendance is strongly recommended.

Any changes resulting from this conference will be issued as a written addendum to the RFP.

IX. REQUIRED GENERAL TERMS AND CONDITONS - For a listing of the General Terms and Conditions, please see **Attachment A**.

X. SPECIAL TERMS AND CONDITIONS - For a listing of the Special Terms and Conditions, please see **Attachment B**.

XI. METHOD OF PAYMENT - Payments will be made monthly within 30 days after receipt of a properly presented invoice and acceptance of completed work.

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Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

1. VENDOR'S MANUAL: This solicitation is subject to the provisions of the *Commonwealth of Virginia Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

2. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with applicable federal, state and local laws, rules and regulations.

3. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans with Disabilities Act* and 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body *(Code of Virginia*, 2.2-4343.1E). In every contract over $10,000 the provisions in (A) and (B) below apply:

(A) During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona-fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

(B) The contractor will include the provisions of (A) above in every sub-contract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

4. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the *Federal Immigration Reform and Control Act of 1986*.

6. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. ANTITRUST: By entering into a contract, the contractor conveys, sells and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the Commonwealth of Virginia under said contract.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

8. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, DRPT reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

9. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. PAYMENT TO PRIME CONTRACTORS:

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted by DRPT shall be submitted by the contractor directly to the payment address shown on the purchase order. All invoices shall show the DRPT contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.

5. Unreasonable Charges – Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, DRPT shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, 2.2-4363).

B. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:

   a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from DRPT for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
   b. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from DRPT, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U.S. Mail is deemed to be the payment date to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DRPT.

C. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition of award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

11. PRECEDENCE OF TERMS: Paragraphs 1-11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12. QUALIFICATIONS OF OFFERORS: DRPT may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to DRPT all such information and data for this purpose as may be requested. DRPT reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. DRPT further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy DRPT that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

13. TESTING AND INSPECTION: DRPT reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

14. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of DRPT.

15. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. DRPT may order changes within the general scope of the contract at any time by written notice to contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give DRPT a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to DRPT's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present DRPT with all vouchers and records of expenses incurred and savings realized. DRPT shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to DRPT within thirty (30) days from the date of receipt of the written order from DRPT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the *Commonwealth of Virginia's Vendors Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by DRPT with the performance of the contract generally.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

16. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, DRPT, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DRPT may have.

17. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. DRPT reserves the right to request a copy of the Certificate of Insurance. The offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify DRPT of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: $100,000.
3. Commercial General Liability: $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Profession/Service	**Limits**
Accounting	$1,000,000 per occurrence, $3,000,000 aggregate
Architecture	$2,000,000 per occurrence, $6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	$1,000,000 per occurrence, $3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations) (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2007 - $1,925,000, July 1, 2008 - $2,000,000.) This complies with §8.01-581.15 of the *Code of Virginia*.	$1,800,000 per occurrence, $3,000,000 aggregate

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

Insurance/Risk Management	$1,000,000 per occurrence, $3,000,000 aggregate
Landscape/Architecture	$1,000,000 per occurrence, $1,000,000 aggregate
Legal	$1,000,000 per occurrence, $5,000,000 aggregate
Professional Engineer	$2,000,000 per occurrence, $6,000,000 aggregate
Surveying	$1,000,000 per occurrence, $1,000,000 aggregate

18. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the DRPT Fiscal Division will publicly post such notice on Public Posting Board in the 1st Floor Conference Room of VDOT at 1201 East Broad Street and DRPT's website www.drpt.virginia.gov for a minimum of 10 days.

19. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. NON-DISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

Attachment A

REQUIRED GENERAL TERMS AND CONDITONS

21. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to DRPT shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register will result in the proposal being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. Eva Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments,

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order,

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

   (i) DMBE-certified Small Business: 1%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Business: 1% capped at $1500 per order.

22. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

23. SET-ASIDES: this solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. Small businesses must be certified by the Virginia Department of Minority Business Enterprise not later than the solicitation due date and time. DMBE-certified women and minority owned businesses are also considered small businesses when they have received DMBE small business certification.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

1. PROPOSED PROCUREMENT SCHEDULE:

Issue Date of RFP	April 6, 2007
Pre-Proposal Conference	April 18, 2007
Deadline for receipt of Proposals	May 7, 2007
Oral Presentations (if required)	Week of May 30, 2007
Negotiations	Week of June 11, 2007
Proposed Contract Award (Dependant upon timing of Oral presentations)	July 3, 2007

2. CHANGES TO THE RATES ON THE PRICE SCHEDULE: May only occur during the renewal period. Said rates may be revised by mutual agreement of DRPT and the contractor sixty (60) days prior to the renewal period starting date. If DRPT elects to exercise the option to revise rates for the one year renewal period the contract price(s) for the increase shall not exceed the contract price(s) stated for the third year of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The contractor shall convey (in writing) its request to raise/lower prices to the Department no later than 60 days prior to the renewal period starting date. Applications for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion in its decision to allow price increases.

3. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS: Contractor must submit copies of appropriate licensure, certifications, and/or credentials with the response to any individual Purchase Order.

4. AUDIT: The Consultant shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. The Consultant shall permit the authorized representative of the DRPT, the U. S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Contract.

5. ADDITIONAL USERS OF CONTRACT: It is DRPT's intent, on behalf of the Secretary of Transportation and all agencies/facilities within the Transportation Secretariat (to include DRPT, Virginia Department of Transportation, Virginia Department of Aviation, Virginia Department of Motor Vehicles, and the Virginia Port Authority), to provide access to DRPT agreements and to provide contractors with opportunities to do business with these agencies.

To that end, and if agreeable with the contractor, in addition to DRPT, other agencies within the Transportation Secretariat may have access to any agreement resulting from this solicitation.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

6. ADVERTISEMENT: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of Rail and Public Transportation will be used in product literature or advertising without prior written approval from DRPT.

7. CLAIMS: The contractor shall be responsible for resolution of any and all claims resulting from work performed under this contract. Claims made to DRPT under this contract will be referred to the contractor for handling. Failure to properly respond to and resolve property damage and claims constitutes unsatisfactory performance and may result in cancellation of the contract.

8. CANCELLATION OF CONTRACT: DRPT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. After the initial 3 year contract period, the resulting contract may be terminated by either party, without penalty, upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

9. CONTRACTOR'S QUALIFICATIONS/RESPONSIBILITIES:

A. Contractor agrees that competent, experienced and qualified staff properly trained and certified for the type of work described in this RFP shall perform all work.

B. The contractor shall assign a person as the contractor's Representative who will have the authority to execute this contract work. The person's name and phone number and an alternate representative's name and phone number shall be provided to DRPT in the Offeror's proposal.

10. DAMAGES: It is the contractor's responsibility to repair any property damage caused in the performance of this contract. Repairs will be made to DRPT's satisfaction.

11. SPECIAL DISCOUNTS: (A) During the contract period, if the contractor offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to DRPT under this contract. (B) The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the contractor's customers generally.

12. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, DRPT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

13. CONTRACTUAL DISPUTES: Contractual claims arising after final payment shall be governed by Section 2.2-4363A of the *Code of Virginia*. This claim shall be submitted to the Director of DRPT who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the CFO, Fiscal Division, who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

14. PROTEST OF AWARD: An offeror wishing to protest an award or a decision to award a contract must submit a written protest to the DRPT Fiscal Division, 1313 East Main Street, Suite 300 Richmond, Virginia 23219, no later than ten (10) days after public notice of award or announcement of the decision to award whichever occurs first. The public notice will be in the area designated for solicitation/proposal and award notices. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest the CFO, Fiscal Division, will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the offeror institutes legal action as provided in the *Code of Virginia*.

15. DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.

16. ADDITIONAL INFORMATION: DRPT reserves the right to ask any offeror to submit information missing from its offer, to clarify its offer, and to submit additional information which DRPT deems desirable, and does not affect quality, quantity, price or delivery.

17. SAFETY AND HEALTH STANDARDS: It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the contractor and any subcontractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the *Contract Work Hours and Safety Standards Act*. The contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the *Code of Virginia* and the duties imposed under Section 40.1-51.1 of the *Code*. Any violation of the requirements or duties that is brought to the attention of the contractor shall be immediately abated. Additionally at a minimum, all contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Safety vests shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current *Virginia Work Area Protection Manual* shall be used when setting, reviewing and removing traffic controls.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

Flag persons shall be certified according to the Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the *National Electrical Code* (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.

18. SMALL BUSINESS SUBCONTRACTING PLAN: If the offeror on the contract is a DMBE-certified small business, the offeror shall indicate such in Section A of Attachment C. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small-business certification. If the offeror is not a DMBE certified small business, the offeror is required to identify the portions of the contract the offeror plans to subcontract to DMBE-certified small business by completing and returning Section B of Attachment C. If the offeror is not a DMBE-certified small business and cannot practicably subcontract any portion of the requirements being solicited, in order to be considered responsive to the solicitation, the non DMBE-certified offeror must document on Attachment C, section C, past efforts made to provide subcontracting opportunities to DMBE-certified small businesses for other contracts within the past 24 months.

19. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a semi-annual basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

20. INTELLECTUAL PROPERTY RIGHTS: The Virginia Department of Rail and Public Transportation (DRPT) shall have exclusive rights to all data and intellectual property generated in the course of the project. ("intellectual property", includes all inventions subject to the U. S. Patent System. This shall be inclusive but not limited to, new processes, materials, compounds and chemicals, and all creations subject to the U. S. Copyright Act of 1976, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases.) Furthermore, DRPT shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals should recognize the requirements of public sector agencies and of public policy generally, including the Freedom of Information Act, State statutes and agency rules on release of public records, and data confidentiality.

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to DRPT. Neither DRPT, nor the contractor intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a "joint work" under the copyright laws. In the case that either in whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then contractor agrees to assign and does hereby irrevocably assign its copyright interest therein to DRPT. DRPT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

The contractor warrants that no individual, other than regular employees and subcontractors of the contractor or DRPT regular employees, agents, or assigns while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to DRPT either directly or through the contractor.

DRPT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The contractor shall not patent any invention conceived in the course of performing this contract. The contractor hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by DRPT, the remedies of the contractor shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by DRPT shall have the effect of rescinding the provisions of this section.

DRPT is only entitled to the intellectual property rights for deliverables and associated documentation produced by the contractor for which DRPT has fully paid the contractor as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the contractor shall remain the property of the contractor. The contractor grants to DRPT a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to DRPT pursuant to this section.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

Notwithstanding anything herein to the contrary, DRPT acknowledges that as part of the contractor's provision of services hereunder, the contractor may license third-party software or acquire proprietary works of authorship (collectively referred to as "products"), which have been developed by third parties. DRPT must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the contractor and DRPT agrees that these products will remain the sole property of the third party.

The contractor shall grant DRPT license to use all software developed by the contractor under this contract in other applications within Virginia as DRPT sees fit. Should the contractor desire to re-use software developed under this contract for other projects (both DRPT contracts and others), DRPT must be notified in writing 60 days prior to such use. Furthermore, DRPT shall be justly compensated for the re-use of such software. Compensation shall be negotiated and agreed upon prior to DRPT releasing software rights. Typically, DRPT prefers increased software capabilities and/or functionality instead of monetary compensation.

21. MANNER OF CONDUCTING WORK AT JOB SITE: All work shall be performed according to the standard of industry and to the complete satisfaction of DRPT.

A. Personnel used by the contractor for the performance of this work shall be properly trained and qualified for work of this type to the satisfaction of DRPT and shall possess any required licenses, certifications, and qualifications.

B. The contractor shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of DRPT.

C. Sexual Harassment of any employee, DRPT or contractor, will not be tolerated and is to be reported immediately to the DRPT Representative.

All work to be conducted by the contractor in any facility shall be coordinated in advance with the DRPT Project Manager. The contractor shall coordinate his/her work efforts with (if applicable) other existing contractor/agency work efforts through the DRPT Project Manager. All contractor work shall take place on non-holiday weekdays between the hours of 8:00 A.M. and 5:00 P.M, unless otherwise approved by the DRPT Project Manager.

22. POLICY OF EQUAL EMPLOYMENT: DRPT is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. DRPT encourages all vendors to establish and maintain a policy to ensure equal opportunity employment. To that end, offerors should submit along with their proposals, their policy of equal employment.

23. PROPOSAL PRICES: Proposed hourly rates shall not change for work performed on a weekend, night work, or for any hours worked beyond a normal 40-hour week.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

24. DRPT reserves the right to approve any personnel or subcontractors proposed for the work described in this RFP and/or any subsequent contract resulting from this RFP. DRPT will provide written justification to the contractor when approval is not granted.

25. DRPT will provide the contractor and/or subcontractors with copies of all written approvals.

26. IDENTIFICATION OF PROPOSAL/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____ 5/7/2007 5:00 p.m._____
Name of Offeror Due Date Time

_____ 505-07-RR0001_____
Street or Box Number IFB No./RFP No.

_____
City, State, Zip Code IFB/RFP Title

Name of Contract/Purchase Officer or Buyer **EUGENE B. COLEMAN, SR.**

The envelope should be addressed as directed on Page 1 of the solicitation.
If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

27. PATENT RIGHTS: If any invention, improvement or discovery of the Consultant or any of its Sub consultants is conceived or first actually reduced to practice in the course of or under this Project which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Consultant shall immediately notify DRPT and provide a detailed report. The rights and responsibilities of the Consultant, his Sub consultants and the Department with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

28. **KEY PERSONNEL:** People identified in terms of this RFP as "key personnel" who will work on the service contract, must continue to work on this contract for its duration so long as they continue to be employed by the Consultant unless removed from work on the Contract with the consent of the purchasing agency.

29. PRICING SCHEDULE: Offerors shall identify all staff positions and rates, for the (8) eight potential services under Statement of Needs, and shall indicate such in Attachment D to be fully loaded with all direct and indirect costs, including administrative oversight and approvals.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

30. RENEWAL OF CONTRACT: This contract may be renewed by the DRPT upon written agreement of both parties for **one**/**1** successive one year period, under the terms of the current contract, and at approximately 90 days prior to the expiration.

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbe.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions (Failure to complete and submit this form may result in your proposal not being considered.)

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.

C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number:_____ Certification date:_____

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address **DMBE Certificate #**	**Status if Small Business is also: Women (W), Minority (M)**	**Contact Person, Telephone & Email**	**Type of Goods and/or Services**	**Planned Contract Involvement**	**Planned Annual Contract Dollar Expenditure Amount**
Totals $					

Attachment C

SMALL BUSINESS SUBCONTRACTING PLAN

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

C. Good Faith Effort Indicators by the Offeror

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.

2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.

3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.

4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.

5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.

6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.

7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

Attachment D
Price Schedule

Labor Category* (Change/add categories as necessary)	Direct Average Hourly Rate	Overhead Rate	Profit	Total Fixed Rate

Travel Reimbursement
Reimbursement for travel (mileage, meals or lodging) is not allowed, unless approved in writing, in advance, as part of an approved Task Order. In those cases where travel allowance is authorized, travel reimbursement shall be in accordance with the Commonwealth's Travel Guidelines in effect at the time of travel. The Travel Guidelines can be found at: http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_1206.pdf

Note: Non-salary direct cost will be paid based on actual cost, documented with proper receipts, according to State Regulation.

Attachment D (cont'd)

Labor Classification Descriptions

Contract/Project Manager: Provides direction and management for small to large projects and ensures on-schedule completion within scope and budget. Responsible for preparing proposals to client's scope of work, management and performance of the project. Plans and defines project goals and devises methods to accomplish them. Requires at least 12-20 years of experience. Professional Planning or Professional Engineering registration generally is required at this level.

Principal Engineer/Planner: Determines methods and solutions for complex engineering and planning problems and selects the most efficient and economical manner in meeting objectives. Applies advanced engineering and planning techniques and analyses within a discipline. As a qualified professional may serve as a technical task manager. Requires at least 10-18 years of experience.

Senior Engineer/Planner: Completes a wide variety of engineering and planning assignments, applying specialized techniques and analyses with a discipline. Is proficient in the use of most engineering or planning theories and practices. Has 10-12 years of experience.

Engineer/Planner: Performs conventional and moderately complex engineering and planning assignments applying a variety of engineering and planning analyses within a discipline. Has 5-8 years of experience in engineering, planning, or landscape architecture.

Senior Environmental Scientist: Provides direction of specialized environmental and planning services as well as regulatory support, environmental planning, design, and mitigation management. This position requires 5-7 years of experience.

Environmental Scientist: Has knowledge of state and federal environmental regulations, permitting, and the ability to prepare reports as required for regulatory compliance. This position requires 4-6 years of experience.

Senior Financial Analyst: Under direction, performs a variety of professional financial forecasting and analysis work of a specialized or complex nature. Develops and analyzes long-range financial forecasts, capital cost estimates, funding strategies, profitability analysis, and life-cycle cost analysis for railway operations. This position requires 4–6 years of experience.

GIS Manager: Performs a variety of mapping and graphic tasks by applying standard GIS techniques. Requires specialized and continuing education in GIS upgrades. This position requires 5-7 years of experience.

Cultural Resources Principal Investigator: Develops research designs, oversees fieldwork and laboratory analyses meets or exceeds the requirements for professional

qualifications as promulgated by the Secretary of the Interior. This position has 10-15 years of experience.

Project Archaeologist: Conducts archaeological resource studies under the direction of the Principal Investigator. The position has 5-8 years of experience.

Architectural Historian: Conducts architectural resources studies under the direction of the Principal Investigator. The position has 5-8 years of experience.

Senior CAD Designer: Reviews all CAD designs, drawings, and graphics to ensure adherence to established specifications and standards. Requires 4 years experience.

CAD Technician/Graphic Artist: Uses CAD workstation and/or other graphics software to prepare engineering drawings, sketches, figures, and displays. Requires 2-4 years of experience.

Accountant: Manages, audits, and maintains accurate financial records and prepares financial statements and tax reports. Requires 2-4 years of experience.

Editor/Technical Writer: Responsible for editing all technical reports and documents prepared under this contract. Requires 2-5 years of experience.

Public Outreach Coordinator: Plans, develops, and coordinates public outreach for project development, agency coordination, community, educational, and promotional activities. Requires 5 or more year's experience.

Technician/Administrative Clerk: Performs a variety of routine and non-routine administrative, clerical, data collection, and report writing tasks specific to the assigned group. Requires 1-3 years of experience.

The above descriptions are widely accepted but could include other activities or duties not listed.

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Attachment E

MONTHLY DMBE/SWAM/CERTIFIED SUBCONTRACTOR REPORT

CONTRACTOR	SHEET OF	MONTH/ YEAR	DATE SUBMITTED
PROJECT NAME		CONTRACT NO.	

VENDOR NAME ADDRESS PHONE/ FAX NUMBER SWAM, DMBE/SWAM I.D.#, Tax I.D.#	Small Business	Woman Business	Minority Business	Total SWAM Payments	STATEMENT OF WORK
	PAID THIS MONTH	PAID THIS MONTH	PAID THIS MONTH	PAID THIS MONTH	
	Subcontract Amount	Subcontract Amount	Subcontract Amount	Subcontract Amount	
ABC Company, Inc. 1000 Maple Street *(804) 222-1234/ fax 222-2345 Ourville, Va. 23668* *Swam No. U98765*					

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